

UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF NEW YORK

STEVEN SCHREIBER,	*	Case No. 15-CV-6861 (CBA)
<i>individually and derivately</i>	*	
<i>on behalf of Two Rivers</i>	*	
<i>Coffee, LLC,</i>	*	
Plaintiff,	*	Brooklyn, New York
	*	March 2, 2018
v.	*	
	*	
EMIL FRIEDMAN, et al.,	*	
	*	
Defendants.	*	
	*	
* * * * *		

TRANSCRIPT OF CIVIL CAUSE FOR STATUS CONFERENCE  
BEFORE THE HONORABLE JAMES ORENSTEIN  
UNITED STATES MAGISTRATE JUDGE

APPEARANCES:

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1 (Proceedings commenced at 12:33 p.m.)

2 THE COURT: Okay. I'm on the record in Schreiber  
3 against Friedman, 15-CV-6861.

4 Can we have appearances, please?

5 MR. NELKIN: Good afternoon, Your Honor. Jay Nelkin  
6 and Carol Nelkin for the plaintiff.

7 THE COURT: Good afternoon.

8 MR. SCHREIBER: Steven Schreiber.

9 THE COURT: Mr. Schreiber.

10 MR. KOENIG: Mayer Koenig.

11 THE COURT: Mr. Koenig.

12 MR. FASO: Good afternoon, Your Honor Nicholas Faso  
13 Whiteman Osterman & Hanna for Mayer Koenig.

14 THE COURT: How do you spell your name, sir?

15 MR. FASO: F, as in Frank, A-S-O.

16 THE COURT: Good afternoon.

17 MR. DiMARINO: Jason DiMarino, also from Whiteman  
18 Osterman & Hanna.

19 THE COURT: Good afternoon.

20 MR. SCHAFHAUSER: Good afternoon, Your Honor. Paul  
21 Schafhauser, Chiesa Shahinian & Giantomasi for Emil Friedman.

22 THE COURT: Good afternoon.

23 MR. GRANTZ: Good afternoon, Your Honor. David  
24 Grantz, from the law firm of Meyner & Landis on behalf of the  
25 E&J defendants and (indiscernible).

1 THE COURT: Good afternoon.

2 MR. FELDMAN: Richard Feldman on behalf of Michael  
3 Devine (indiscernible).

4 THE COURT: Afternoon.

5 MR. BERGSON: Good afternoon, Your Honor. Rob  
6 Bergson, Abrams Garfinkel Margolis Bergson, on behalf of  
7 Geoffrey Hersko.

8 THE COURT: Good afternoon.

9 MR. FINKEL: Good afternoon, Your Honor. Richard  
10 Finkel for Ezell, Rivera, and Salcedo.

11 THE COURT: Good afternoon.

12 MR. RUDERMAN: Good afternoon, Your Honor. Jeffrey  
13 Ruderman, Cyruli Shanks & Zizmor, on behalf of defendant  
14 Birnbaum.

15 THE COURT: Good afternoon. All right. Welcome  
16 back everybody.

17 So I know we had all hoped to avoid the need to  
18 appear today, and I have Mr. Nelkin's letter filed earlier  
19 today.

20 So it seems like we've got a free rider problem  
21 that's getting in the way of the settlement. I am happy to be  
22 guided by what you all think makes sense.

23 If the settlement can't be achieved because of Mr.  
24 Koenig's position, we'll go forward with the litigation and  
25 we'll talk about Mr. Koenig's role, perhaps as a necessary

1 party, which would of course, you know, share the burdens that  
2 you're all bearing with him.

3 If you prefer to focus your efforts on settlement,  
4 I'm open to discussing that in light of what's in the letter,  
5 but you guys tell me. Where do we stand?

6 UNIDENTIFIED SPEAKER: Well, Your Honor, I mean, the  
7 plaintiff and all the defendants have been working diligently  
8 (indiscernible) to avoid the need for this hearing today.

9 THE COURT: Yes.

10 UNIDENTIFIED SPEAKER: We agree that we do have a  
11 free rider problem. We felt --

12 THE COURT: And the solution is to stop making it a  
13 free ride.

14 UNIDENTIFIED SPEAKER: Right. And, well, and we had  
15 actually tried a different approach, which was to, from the  
16 outset we thought we had an agreement with -- we think we did  
17 have an agreement with the -- Mr. Koenig, and now it appears  
18 that Mr. Koenig, in fact, that he will have not only a free  
19 ride but he won't actually take the horse and shoot the rider  
20 because he appears to be unwilling to allow for the  
21 distribution of proceed to Mr. Schreiber.

22 And he also appears unwilling to do a settlement,  
23 which poses a problem for the --

24 THE COURT: Walk me through, and anybody tell me  
25 what the problem is going to be if you all settle on the terms

1       that you agree to.

2               UNIDENTIFIED SPEAKER: So, I believe the original  
3 problem from the plaintiff's perspective was that Mr. Koenig,  
4 having in our opinion, agreed to how the proceeds would be  
5 distributed, would not -- is that's (indiscernible).

6               THE COURT: No, please. I just have a question I'm  
7 trying to figure out. If you just ignore Mr. Koenig's  
8 position and say, we have an agreement among ourselves, what  
9 can't you accomplish?

10              UNIDENTIFIED SPEAKER: So I believe, and Mr.  
11 (inaudible) may be able to brief this issue better than I can,  
12 but my impression is, is that we could settle all of the  
13 derivatives as the direct claims and the derivative claims  
14 that my client has, and plaintiff would be prepared to  
15 (inaudible) to that agreement.

16              I believe, and I believe that the Court could wipe  
17 out any derivative claim from a res judicata approach. I  
18 believe Mr. Schafhauser may be concerned as to whether or not  
19 Mr. Koenig could come up with some creative --

20              THE COURT: Well, let me turn to Mr. Schafhauser.  
21 What's going to happen from your perspective if you don't get  
22 Mr. Koenig to sign on?

23              MR. SCHAFHAUSER: If I don't get Mr. Koenig to sign  
24 on and I don't get a release from him, then I face -- Mr.  
25 Friedman faces the prospect of having this same case brought

1 by Mr. Koenig the day after we settle with Mr. Schreiber,  
2 which would be obviously a calamity for my clients.

3 THE COURT: Right.

4 MR. SCHAFHAUSER: In other words, when we were  
5 before Your Honor -- actually before we came to Your Honor, we  
6 had discussions that this was going to be a global deal, that  
7 this was going to involve every defendant.

8 I actually got Mr. Nussbaum to sign on, who is not a  
9 party. Kind of like Mr. Koenig, he's not a party, but he had  
10 signed on. We actually contacted Mr. (Indiscernible) be a  
11 name Your Honor will remember. And he's agreed to do certain  
12 things under this deal with the plaintiff.

13 And we came to Your Honor and it was going to be  
14 releases by everyone against (indiscernible), and that's the  
15 problem.

16 THE COURT: Well, what exposure are you worried  
17 about that's more than just you'd prefer to nail everything  
18 down? But is there a realistic threat of litigation that  
19 you've got to bat away?

20 MR. SCHAFHAUSER: Again, Mr. -- I knew none of this  
21 until Tuesday of this week.

22 THE COURT: Right.

23 MR. SCHAFHAUSER: But on Tuesday of this week I  
24 found out that Mr. Koenig had obtained counsel. Who I --

25 THE COURT: Yeah.

1 MR. SCHAFHAUSER: -- now have met. And I can't  
2 assess quite honestly, Your Honor, whether Mr. Koenig is  
3 serious about pursuing claims against my client or not. I  
4 haven't had a discussion with him. I found out about this,  
5 this week.

6 THE COURT: So, Mr. --

7 MR. SCHAFHAUSER: But in all candor, Your Honor, for  
8 five and a half months I thought I -- you know, we had a  
9 normal (indiscernible).

10 THE COURT: No, no, you guys have been working at  
11 it. I get it.

12 All right. So, Mr. Faso or Mr. DiMarino, what is  
13 you want to accomplish here?

14 MR. FASO: Well, Your Honor, respectively we don't  
15 agree with (indiscernible).

16 THE COURT: All right. Well, respectfully I do. So  
17 tell me -- answer my question. What would you like to  
18 accomplish?

19 MR. FASO: Well, we are interested in settlement.  
20 Absolutely And we don't want to be (indiscernible) about  
21 that. We have some questions as to whether the settlement is  
22 reasonable and in the best interest of the corporate entity.

23 THE COURT: Where have you been for the last few  
24 years?

25 MR. FASO: I understand we've been monitoring the



1 litigation and --

2 THE COURT: Well, you've monitored it and this is  
3 what we've got. Where have you been if you have any interest  
4 that wasn't adequately being addressed?

5 MR. FASO: Well, Your Honor, we understood that  
6 under Rule 231 we have to have an opportunity to address and  
7 object to the settlement.

8 THE COURT: Mr. Faso, where have you been while  
9 these folks have been spending a lot of their money  
10 litigating? What has happened that has been dissatisfactory  
11 to your client?

12 MR. FASO: The main thing that's dissatisfactory to  
13 our client is the way that the distribution of the settlement  
14 proceeds are structured.

15 THE COURT: All right. Bring the case.

16 MR. FASO: So --

17 THE COURT: Or, let's implead you, right? We'll  
18 share the litigation, but we've got a lot of litigation costs  
19 ahead. A lot. And I'm sure they'll all be happy to share  
20 them with you.

21 MR. FASO: Well, we understand that, Your Honor, and  
22 we don't want to cause any future litigation. What we'd like  
23 to do is hammer out a couple of points on the settlement  
24 agreement and --

25 THE COURT: You're pretty late to the table for

1 that. If you can work something out in the next week or two,  
2 good for you. But --

3 MR. FASO: Your Honor, it's my understanding --

4 THE COURT: Excuse me. But if you want to come in  
5 and reap the benefits of the work that these folks have all  
6 been doing, without your client having to pay his fair share,  
7 you might not find that they're willing to share with you in  
8 that regard.

9 So if they can't, you know, your client has a right  
10 to do that. And they have a right to make sure that your  
11 client is part of this litigation. We'll do that.

12 Is there some relief you want from me, Mr. Faso?

13 MR. FASO: Well, Your Honor, if you're willing to  
14 consider approving the settlement we'd like an opportunity to  
15 submit our objections in writing.

16 THE COURT: What -- is there anything that the Court  
17 needs to approve? It's a private settlement.

18 MR. FASO: The derivative actions, our understanding  
19 is that the Court has to approve the settlement to make sure -

20 - THE COURT: What do you mean derivative action?

21 We've got a complaint that's in this court. It will be  
22 settled. There will be a stipulation of dismissal. Does  
23 anybody think, who is a party, that there would be anything  
24 for the Court to approve?

25 MR. NELKIN: Well, Your Honor, I think as a

1 practical matter, there is no settlement right now without his  
2 client's signature.

3 THE COURT: But does the Court need to sign off on  
4 the fairness, the procedural propriety of it, or is it just a  
5 matter of ending the litigation by a stipulation of dismissal?

6 MR. NELKIN: I believe that the direct claims do not  
7 require any -- any approval. I believe that it's possible to  
8 read the rules as requiring the Court to approve the dismissal  
9 of the derivative claim.

10 THE COURT: When you say the derivative claim, the  
11 claim on behalf of the company?

12 MR. NELKIN: Yes.

13 THE COURT: I see.

14 MR. NELKIN: However, and so -- but Mr. Faso is  
15 assuming that there is a settlement. And right now I believe  
16 it's Mr. Schafhauser's position that unless there's a release  
17 and a signature, there is no settlement.

18 THE COURT: Uh-huh.

19 MR. NELKIN: So there's nothing for us to approve.  
20 So we either go forward with the litigation, or we reach some  
21 sort of an agreement as to how we're all going to resolve it.

22 But I don't think, and under that scenario I believe  
23 that all parties who could possibly object would approve it,  
24 so there wouldn't be anything for the Court to need to approve  
25 because everyone would approve.

1 THE COURT: Right. To the extent that there is a  
2 concern on the defendant's side about potential litigation,  
3 obviously, the clock is ticking on that. We've been at this  
4 for a couple years. I guess a little over two years.

5 So we've got presumably what -- when is the statute  
6 going to run on the claims that have been asserted?

7 UNIDENTIFIED SPEAKER: Well, Your Honor, one thing I  
8 might suggest is perhaps Your Honor could ask Mr. Faso to put  
9 forth all possible direct claims that his client has. If he  
10 has none, then I believe that we're --

11 THE COURT: Can I force him to do that?

12 UNIDENTIFIED SPEAKER: Well he -- part of his case.

13 THE COURT: He's not. What you're worried about is  
14 a claim that he will bring, right?

15 UNIDENTIFIED SPEAKER: Correct. Correct.

16 THE COURT: When is the statute going to run out on  
17 these claims?

18 UNIDENTIFIED SPEAKER: Well, some -- I think RICO is  
19 four years.

20 UNIDENTIFIED SPEAKER: And may have run already.

21 UNIDENTIFIED SPEAKER: But if, you know, it depends.

22 THE COURT: Right.

23 UNIDENTIFIED SPEAKER: Your Honor, my position is  
24 very simple.

25 THE COURT: Yeah.

1 UNIDENTIFIED SPEAKER: My position is we were before  
2 Your Honor in September. We agreed on the terms then. We've  
3 done yeoman's work.

4 I think Mr. Nelkin will agree, we've spent more time  
5 than any of us would have imagined to even more further  
6 perfect the terms in the attached (indiscernible).

7 I'm not going to bore you with all the details, but  
8 we had accountants look at this, we had tax lawyers looking.  
9 We had all kinds of people look at this. And spent on both  
10 sides I think it's fair to say, a lot of time and money on it.

11 But I think we have a view that this is an agreement  
12 that has been reached. I mean, you know, yesterday we agreed  
13 that -- I think, again, not to put words in counsel's mouth,  
14 but there's no issues as to the settlement -- the form of the  
15 settlement agreement.

16 THE COURT: Uh-huh.

17 UNIDENTIFIED SPEAKER: I literally spent time on the  
18 phone with --

19 THE COURT: Again, you're in agreement with them.  
20 So look, I'm trying to figure out, when is the statute going  
21 to run? Yeah, it's different for different claims. I think  
22 the longest is probably RICO.

23 UNIDENTIFIED SPEAKER: Well, I think there's a  
24 breach of -- there's arguably a breach of contract, breach of  
25 fiduciary duty claim.

1 THE COURT: Which is going to be when?

2 UNIDENTIFIED SPEAKER: It's six years in New York, I  
3 think.

4 UNIDENTIFIED SPEAKER: Which also gives us a direct  
5 fraud claim, which is six years in New York.

6 THE COURT: Six? Okay, going back to '15.

7 UNIDENTIFIED SPEAKER: Right.

8 THE COURT: Presumably.

9 UNIDENTIFIED SPEAKER: So we have until 2021 where  
10 Mr. Koenig can do things.

11 THE COURT: Can do things. Right.

12 And it's not my first choice, necessarily, but I'm  
13 wondering if the absence of a better alternative, there is a  
14 way forward for the parties to this case to go forward with  
15 things as they've settled to basically put that in motion,  
16 transfer of money, transfer of rights, and put the case on  
17 hold. And everybody, you know, preserves their rights to go  
18 forward in the litigation if Mr. Koenig comes in and upsets  
19 the apple cart by asserting new claims.

20 But at that point, obviously, for him to do that  
21 effectively he'd need to share in exchange of information that  
22 you've achieved up to now at great cost to yourselves, and  
23 that would implicate the need for cost sharing.

24 UNIDENTIFIED SPEAKER: Agreed, Your Honor.

25 THE COURT: And if he never does it then, at the

1 end, you know, when the statute runs out, you say okay, now we  
2 have a stip.

3 UNIDENTIFIED SPEAKER: And that's the -- that is a  
4 very good possibility too.

5 Your Honor, if I may? What I would, in my heart of  
6 hearts like to see, because we literally have everything done.

7 There is only -- we've done Exhibits A through O,  
8 and we've agreed on all of those except for two exhibits. And  
9 the reason those two exhibits aren't done is that there's two  
10 versions of those exhibits.

11 One version is if Mr. Koenig is a participant, and  
12 one version is if Mr. Koenig is not a participant. That's  
13 holding up the signing of a document that my client would  
14 otherwise be prepared to sign right now.

15 What I would like to see, in other words, is I'd  
16 like to see these parties, however they need to do it, I don't  
17 know the details. I found out about it this week only, but  
18 I'd like to see them resolve their issues.

19 And if Mr. Nelkin believes he has an enforceable  
20 agreement with Mr. Koenig, perhaps the Court can entertain  
21 whether that agreement is enforceable, and that resolves the  
22 whole case (indiscernible).

23 We were here on (indiscernible). I believe there  
24 was even a phone call made (indiscernible).

25 THE COURT: Yeah.

1 UNIDENTIFIED SPEAKER: And that he approved the  
2 settlement. So (indiscernible) as to whether or not  
3 (indiscernible) settlement terms (indiscernible) and the  
4 amount of time -- I didn't spend time with Mr. Schafhauser and  
5 Mr. Nelkin (indiscernible) settlement.

6 But (indiscernible) shouldn't have been ignored by  
7 anyone on this side or that side if this is going to get  
8 overturned. He approved it.

9 THE COURT: That's my recollection. You know, I  
10 didn't speak with Mr. Koenig personally, and obviously, you  
11 know, if we're going to go down that road, there's going to  
12 need to be a hearing on that.

13 UNIDENTIFIED SPEAKER: That was my point, which  
14 is --

15 THE COURT: Yeah.

16 UNIDENTIFIED SPEAKER: -- are you talking about  
17 (indiscernible) spending --

18 THE COURT: Uh-huh.

19 UNIDENTIFIED SPEAKER: -- just to get us here today,  
20 and they're going to upset it now at the very last minute.  
21 They should have to pay for that.

22 THE COURT: They may well. I don't want to predict  
23 whether they will or they won't.

24 If we go down that road, there will be a hearing.  
25 You know, he'll testify, and you'll all testify and -- no, you



1 all, but you know. As needed, we'll develop the record.

2 But, Mr. Koenig, am I right that you were contacted  
3 telephonically during the settlement conference?

4 MR. KOENIG: I was. I did not give an answer on the  
5 spot. I requested to obtain legal counsel (indiscernible).

6 THE COURT: Oh, that's entirely different from what  
7 I recall, but you know, if we need to, we'll develop the  
8 record further on that.

9 MR. KOENIG: (Indiscernible.)

10 THE COURT: But look, you know, I'm happy to give  
11 you guys a week or so to work this out as best you can. Then  
12 we'll move forward.

13 MR. FASO: Your Honor, I think one point that you  
14 briefly touched on is that it is our position that the Court  
15 does need to include the settlement (indiscernible).

16 THE COURT: You're not a party here. So, I don't --  
17 look, you may well become a party and at that point I'll have  
18 to worry about what your position is.

19 But right now I just need to know if we have a  
20 settlement or not.

21 MR. FASO: Because of that procedure --

22 THE COURT: Yes.

23 MR. FASO: -- (indiscernible) --

24 THE COURT: Yes.

25 MR. FASO: -- as a member of the LLC we have an

1 opportunity to object to the settlement, despite not being a  
2 party.

3 THE COURT: There's no settlement to object to.

4 Mr. Faso, I get it. You've got a client who finds  
5 himself in a position of leverage to extract some value that  
6 he might not otherwise have if you were a party here. God  
7 bless you.

8 You want to do the best for him that you can, but  
9 let's not pretend it's something that it isn't.

10 MR. FASO: And, Your Honor, I think our objection  
11 should be clear. The objection is not --

12 THE COURT: Objection to what? What is going on in  
13 this court now to which you object?

14 MR. FASO: To the proposed settlement.

15 THE COURT: There is no proposed settlement.

16 MR. FASO: We received one last night.

17 THE COURT: There is nothing pending in this court  
18 that is a proposed settlement. I have not looked at the rule  
19 about this. I'm not sure that there has to be. Maybe there  
20 does. I don't know.

21 Maybe it can properly be just done by virtue of a  
22 stipulation dismissal. I don't know. But right now, there's  
23 nothing pending to which you have any reason to object because  
24 they haven't, apparently, settled. And they may not.

25 And if they don't, I'm going to set an expedited

1 schedule and you know, part of that schedule will include how  
2 best to bring in your client and then move forward with the  
3 hearings that we need to continue, and the discovery that we  
4 need to continue.

5 And a threshold issue will be to get your client up  
6 to speed, you know, what should his allocation of the costs  
7 borne to date be. So, we'll talk about that.

8 But I'm sure that in the interim, before we get to  
9 that point, you want to work with the other counsel here to  
10 see if he can avoid incurring those burdens.

11 MR. FASO: (Inaudible.)

12 THE COURT: All right. Anything else you want to  
13 tell me?

14 MR. FASO: We've had some difficulty engaging with  
15 opposing counsel, but I think after this conference today,  
16 Your Honor, that all parties will work in good faith and sit  
17 down and hammer out the settlement.

18 THE COURT: Well, if not before, better after.

19 UNIDENTIFIED SPEAKER: Your Honor, I  
20 (indiscernible).

21 THE COURT: Well, there's no question there's been  
22 trouble communicating. Who's responsible for that trouble  
23 communicating I'm not in a position to know right now. I  
24 don't think I need to. But why don't I suggest this?

25 Let's come up with a schedule where, at least in the

1 first instance, the conversations have to be among the lawyers  
2 on this -- at this table, on the plaintiff's side.

3 So, do you want me to impose a schedule where you  
4 all sit down so you don't have to worry about a problem  
5 communicating? Or do you think that like reasonable  
6 professionals, you can manage that on your own?

7 UNIDENTIFIED SPEAKER: I don't think a schedule is  
8 necessary.

9 THE COURT: Okay. So you'll talk to each other.

10 What do you think makes sense? A week or two before  
11 we get back together?

12 I want to make sure that whatever we're going to do,  
13 we get on track to do it before the next holiday interferes  
14 with a lot of your schedules.

15 UNIDENTIFIED SPEAKER: Your Honor, I think it would  
16 be around the 21st or the 22nd. That would be preferable to  
17 the plaintiff.

18 THE COURT: Anybody have a problem with either of  
19 those dates?

20 (No audible response.)

21 THE COURT: No?

22 UNIDENTIFIED SPEAKER: I don't believe so. I just  
23 don't know what my kids' vacation week is. It sounds like  
24 (indiscernible), but I don't believe so, Your Honor.

25 But in all candor, I think this is an issue between

1       that side of the table.

2               THE COURT: It may well be. It may well be. I  
3       assume --

4               UNIDENTIFIED SPEAKER: (Indiscernible.)

5               THE COURT: Yeah, yeah. Okay, look --

6               UNIDENTIFIED SPEAKER: Everybody on this side is  
7       ready to sign.

8               UNIDENTIFIED SPEAKER: Yeah, Your Honor.

9               THE COURT: Okay.

10              UNIDENTIFIED SPEAKER: We have a deal, as far as  
11       we're concerned.

12              THE COURT: I get it.

13              UNIDENTIFIED SPEAKER: Subject to that.

14              THE COURT: To the extent that what they come up  
15       with, if they come up with something, requires some tweaking  
16       just of the form of the release or something like that.  
17       You'll need to be involved.

18              But more importantly, to the extent that we can't  
19       resolve this, we do need everybody back in court at the next  
20       session to, you know, plan for the litigation.

21              All right. So 21st and 22nd were the dates. Does  
22       anybody have a problem with either one of those? Sounds like  
23       no?

24              UNIDENTIFIED SPEAKER: Just if, I don't have a  
25       calendar in front of me. But if either of them is a Friday,

1 I'd prefer one that's on --

2 THE COURT: No, no, the 21st and 22nd.

3 UNIDENTIFIED SPEAKER: It's Wednesday and Thursday.

4 THE COURT: Wednesday and Thursday.

5 UNIDENTIFIED SPEAKER: And then, no, I don't have a  
6 problem.

7 THE COURT: Okay. Why don't we plan Thursday the  
8 22nd at 10:30?

9 All right. Anything else anyone thinks we can  
10 accomplish today?

11 UNIDENTIFIED SPEAKER: No, Your Honor. Thank you.

12 THE COURT: Yeah. And --

13 UNIDENTIFIED SPEAKER: Your Honor.

14 THE COURT: Best of luck working things out. If you  
15 think I can be of assistance in that, you let me know.

16 UNIDENTIFIED SPEAKER: Your Honor, (indiscernible)  
17 this could be either on the record or off the record, and this  
18 is (indiscernible).

19 THE COURT: We're on right now.

20 UNIDENTIFIED SPEAKER: Oh, that's fine.

21 THE COURT: Yeah.

22 UNIDENTIFIED SPEAKER: I'm an observer to what's  
23 going on, but it seems to me that if Your Honor were  
24 (indiscernible) and it had time, it may be helpful for Your  
25 Honor to help to resolve (indiscernible).

1 THE COURT: Well, I'm available when called.

2 Thanks, everybody. Have a good day.

3 (Proceedings concluded at 12:56 p.m.)

4

5 I, CHRISTINE FIORE, court-approved transcriber and  
6 certified electronic reporter and transcriber, certify that  
7 the foregoing is a correct transcript from the official  
8 electronic sound recording of the proceedings in the above-  
9 entitled matter.

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April 2, 2018

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Christine Fiore, CERT

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